After recording please return to:

STATE OF GEORGIA

COUNTY OF **●Ｃｏｕｎｔｙ●**

**As of the Date of Deed to Secure Debt**

**Japanese Yen: ●貸付元本額（￥）●**

**US Dollars:** **●借入希望金額（＄）○，．２ｆ●**

**DEED TO SECURE DEBT**

THIS INDENTURE, effective as of the **●金消契約日○％ｄ●** day of **●金消契約日○％Ｂ　％Ｙ●**, between **●顧客名ローマ字●●法人ローマ字●** (herein “**Grantor**”), whose address is **●顧客住所ローマ字●●法人所在地ローマ字●**, and IBNet Co., Ltd. (herein “**Grantee**”), whose address is 5-14-5, NISHI-NAKAJIMA, YODOGAWA-KU, OSAKA-SHI, OSAKA 532-0011 Japan.

WITNESSETH, THAT, WHEREAS, Grantor is justly indebted to Grantee in the sum of **●貸付元本額（￥）●** in Japanese Yen; or its equivalent in United States Dollars based upon the Bank of Japan Central Rate exchange rate in effect at the time of conversion and has agreed to pay the same, with interest thereon, according to the terms of a certain promissory note (hereinafter referred to as the “Note”) given by Grantor to Grantee, bearing even date herewith, with final payment being due on **●最終弁済日○％Ｂ　％ｄ，　％Ｙ●.**

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, and in order to secure the indebtedness and other obligations of Grantor hereinafter set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee and the successors, successors-in-title, and assigns of Grantee the following property (the “Property”) as described in Exhibit A attached hereto, to-wit:

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE THERETO.**

This instrument is a deed passing legal title to the Property pursuant to the laws of the State of Georgia governing loan or security deeds and security agreements and is not a mortgage, as “mortgage” is defined for the purpose of the real property law of the State of Georgia. The indebtedness hereby secured includes any renewal or extension of any part or all of said indebtedness; and if any portion of said indebtedness or any provision of this instrument shall be held invalid for any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument. Any one of several persons named as Grantee herein or their assigns may receive payment of the secured indebtedness and execute a valid cancellation or reconveyance hereof. No release of any part of the Property herein described or extension of all or any part of the indebtedness hereby secured, nor the priority of this instrument shall relieve Grantor from making payments due under the Note and this deed or performing the covenants and agreements secured by this deed.

TO HAVE AND TO HOLD the said bargained Property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in leasehold and Grantor hereby covenant that Grantor are lawfully seized of the estate hereby conveyed, possesses said Property, and have good right to convey the Property, and the Property is unencumbered. Grantor warrant and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

This conveyance is intended to be construed as a deed passing title to the Property to the Grantee and is made under those provisions of §§ 44-14-60 through §§ 44-14-85 of the Official Code of Georgia Annotated, and not as a mortgage, and further establishes a perpetual security interest in the Property in favor of Grantee.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, herein contained, then this deed shall be canceled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, not as a mortgage.

The Grantor covenant and agree, so long as any indebtedness secured hereby shall remain unpaid, to keep the Property and all improvements thereon in as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy, or remove any permanent structure now existing on the premises or make any alteration thereon that would diminish the value of the Property without the written consent of the Grantee; to pay all taxes and assessments that may be liens upon said Property, as they become due; and to keep the improvements on said Property fully insured against loss by fire and other hazards as may, from time to time, be required by Grantee in amounts and companies and with mortgage clause approved by Grantee, and shall deliver the policies of insurance and any renewals thereof to the Grantee; and that any tax, assessment, prior lien or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt and shall be covered by the security of this deed.

Grantor hereby further covenant and agree that in case of any default in any partial payment of said indebtedness or in the due performance of any of the covenants herein expressed to be performed by Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantor in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become and be due and payable forthwith, with accrued interest, and all expenses and cost of collection, including attorney fees, in the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be covered by the security of this deed; and time is the essence of this deed. For the avoidance of doubt, Grantor and Grantee intend that there is not requirement that such attorney’s fees be “reasonable” and Grantor hereby waive any rights that may exist under Section 13-1-11 of the Official Code of Georgia Annotated to petition the court for a determination as to the reasonableness of such attorney’s fees.

Should default occur in the payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or conditions recited herein, then and in that event Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the Property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of said Property and with the power to sell said Property contained in this deed and apply the net proceeds of the sale toward the payment of the debt secured by this deed.

In consideration of the loan made to Grantor by Grantee, and to further secure the indebtedness of Grantor to Grantee hereunder, Grantor hereby sell, assign and transfer to the Grantee all of the rent which shall hereafter become due or be paid on the above described Property; but Grantee agrees that this rent assignment will not be enforced so long as no default on the part of Grantor exists under the terms and conditions of this deed stand while no such default exists, Grantee waives its rights to and its interests in said rents, but upon any default in the performance of any agreement or covenant to be performed by Grantor under the terms of this deed, Grantor agree that Grantee may enter upon said Property and collect the rents therefrom, and hereby constitutes Grantee as Grantor’s agent to declare the existence of a default hereunder, and Grantor hereby agree that any tenant in said Property or any renting agent in charge thereof shall be, and is hereby, authorized when a default shall be so declared to exist, to pay any such rents to Grantee, to be applied toward the payment of the debt secured hereby or as provided by law.

The title, interest, rights, and powers granted herein by Grantor to Grantee, particularly the power of sale granted herein, shall inure to the benefit of anyone to whom Grantee shall assign the indebtedness herein secured, and/or convey the Property herein described, as well as to the successors and legal representatives of Grantee.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grant to Grantee, the following irrevocable power of attorney: to sell all or any part of the said Property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place for such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff’s advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said Property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and the Grantor hereby constitute and appoint Grantee the agent and attorney fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar equity of redemption of Grantor in and to said Property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with all costs and expenses and expenses of sale and attorney fees actually incurred shall pay any over-plus to Grantor as provided by law.

Grantor further covenant that in case of a sale as hereinbefore provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims and liens are discharged or paid with the proceeds of the loan secured hereby.

Whenever the terms “Grantor” or “Grantee” are used in this deed such terms shall be deemed to include the heirs, administrators, executors, successors and assigns of said parties. All rights and powers herein granted to the Grantee shall inure to and include its administrators, executors, successors and assigns, and all obligations herein imposed on the Grantor shall extend to and include Grantor’s heirs, administrators, executors, successors, and assigns.

Notwithstanding anything contained herein to the contrary, upon the occurrence of an event of default under the Note secured hereby and this deed, and prior to placing an advertisement for notice of foreclosure and sale of the Property, the Grantee herein agrees to (a) notify Grantor in writing of such default specifying the nature thereof and the actions necessary to cure said default; (b) permit Grantor to cure such default within ten (10) days from the date of such notice by making payment or such other act or thing which may be considered by Grantee as necessary or proper to cure such default.

If all or any part of the Property or an interest therein is sold or transferred by Grantor without Grantee’s prior written consent, Grantee may at Grantee’s option, declare all the sums secured by this deed to be immediately due and payable. Grantee shall have waived such option to accelerate if, prior to the sale or transfer, Grantee and the person to whom the Property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Grantee herein and the interest payable on the sums secured by this deed shall be at such rate as Grantee herein shall request.

Acceptance by Grantee of one or more installment payments on the indebtedness secured hereby subsequent to any sale or change in ownership or possession of said Property, or any part thereof, as to which the Grantee has not granted its written consent shall not constitute a waiver of the Grantee’s said option, which may be exercised by the Grantee at any time.

The parties agree that the provisions of this deed are severable, and in the event any clause, phrase, sentence or paragraph shall be declared by a court of competent jurisdiction to be invalid or unenforceable, then the parties declare that the remaining clauses, phrases, sentences and paragraphs of this deed shall remain in full force and effect.

Any and all notices, elections or demands permitted or required to be given under this deed shall be in writing, signed by or on behalf of the party giving such notice, election or demand, and shall be deemed to have been properly given and shall be effective upon being personally delivered, upon being sent by registered mail or certified mail, or upon being deposited in the United States mail, postage prepaid, certified with return receipt requested, or upon being deposited with an overnight commercial delivery service requiring proof of delivery, to the other party at the address of such other party set forth on the first page of this deed or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Grantor and Grantee shall provide written notice of any change in address. Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice has been received, shall also constitute receipt.

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THIS DEED.

§§ 7-1-1014(3) of the Official Code of Georgia Annotated requires that Grantee inform Grantor that if Grantor fails to meet any condition or term of the documents that Grantor signs in connection with obtaining a loan secured hereby Grantor may lose the Property that serves as collateral for the loan through foreclosure.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, ●金消契約日○％Ｙ●.

Signed and delivered GRANTOR:

in the presence of:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Unofficial Witness |  | **●顧客名ローマ字●●法人ローマ字●**  **●役職＋代表者名ローマ字●** |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary

This instrument prepared by:

Morris Manning & Martin, LLP

990 Hammond Drive, #300

Atlanta, GA 30328